1895-022
Nansemond Co. (Suffolk) Chancery Causes: Sydney T. Ellis, trst vs John M. Shepherd et al

Skiles, Smith, Prentis, Etheredge, Fulgham & Co J. Duke

$1500.00/100

One year after date, with legal interest from payable semi-annually on 5 July and 5 January
date until paid, I bind my self, my heirs, Executors and
Administrators, jointly and severally, to pay to
Theresa A. Stiles the wife of Francis H. Stiles
the just and full sum of Fifteen Hundred DOLLARS
and I hereby waive the benefit of my Homestead Exemption
as to this debt, obligation and contract.

Witness my hand and seal this 5 day of January 1884

Witness:
Robt. D. Weeks

John M. Taylor (Seal)
(Seal)
(Seal)

Received Jan 5th 1884 of Theresa A. Stiles fifteen hundred dollars in full of the within mortgage

July 5th 1884
by By cash $45

Jan. 5th 1885
by By cash $45

July 5th 1885
by By Cash $45

Jan 5th 1886 by By $45

Jan 5th 1887 by $90

January 5th 1888, Credit by one
year's interest $90.

July 5th 1888 Credit by
Six months interest $45.

Jan. 5th 1889
by by 6 months
interest — $45.

July 5th 89 Cr. by 6 months
interest. $45.

Jan 5th 1890
6 months interest
Cash — $45

July 5th 1890
Six months
interest $45

Jan 5th 1891
$45
Six months
interest J.A. Skiles

July 5th 1891
by By 6 months
interest $45
J.A. Skiles

January 5 1892
Credit by Six months
interest — $45.
J. A. Skiles

July 5th 92.
Credit by 6 months
interest to date $45
J.A. Skiles

Jany 5th 93
Credit by 6 months
Interest to date.
$45. J.A. Skiles

July 5 1893. Credit by
Six months interest to date
$45. J. A. Skiles

January 5, 1894. Credit by
Six months interest to date
$45. J. A. Skiles

July 5th 94 Credit by
Six months interest
to date J.A. Skiles

January 5th 95 Credit by Six
months interest.
$45 — J. A. Skiles

Secured by deed of trust on real estate dated 5 Jany 1884 J.A.S. Trustee

$ 60.00

5549 Suffolk, Va., Dec 15th, 1894.

Sixty 2 by 16 days after date I promise to pay unto Farmers Bank of Nansemond, or order, negotiable and payable, without offset, at the FARMERS BANK OF NANSEMOND Suffolk, Virginia, Sixty Dollars, for value received; and it is agreed upon by the parties that the interest on this Note shall be payable in advance; and we, principal and endorsers, hereby waive the benefit of our Homestead Exemption as to this debt

Credit the Maker:

J. H. Humphrey

7-27-94-10m

May 14th 1895

Rec'd of payment of
The within judgment
from E. E. Stillwell, Sub.
Sheriff Linn Co. for
W. Shepherd & Donell
Two & 40/100 dollars
($2.40)

Wm. H. Jones
Clerk

No. 5238

Date June 8, 1886

Time Sixty Days

Due Aug 10" 86

Amount, $60.30

When Sent

To Whom Sent

Payer L I Hudson

For Whom Self

Endorsed by Duncan Smith
Geo B Smith Surviving
Partner D & S

Jno M Shepherd

Chgd to Profits & Loss Oct 1 1886

Paid $30.00 for note on
for 60 days from Aug 11/86
Aug 11/86.

May 9" 87 Paid on
within by E Hall Esq
12.06

Paid on within note
Thirteen 30/100 Dollars
Nov 13/89 ($13.30)

No. 49050

Date May 3" 1886

Time 60 Days

Due July 5" 1886

Amount, $ 605 fus : Int

When Sent

To Whom Sent

Payer Jno M. Shepherd

For Whom

Bills Rec'd

Endorsed by

Duke & Smith

Received of W. H. Jones & Bros. The Fannett Bank of Mathews on Suffolk Va for Collection according to Sight Draft with Bill of Lading attached for Six Hundred and Fifty Dollars. Drawn by Jno M. Shepherd and endorsed by Shepherd & Smith dtd July 5. 1888 as directed on the reverse side of this sheet

E. E. Hall and
R. H Rawles

May 9. 1887
Paid Collection
$257.13

Paid Suffolk Va
Collection
$1.25

Paid Collection
$1.25

Paid Collection
$1.25

Paid

30.00
.135

31.35
1206 Stamps

19.29
2 0 / 3.1

2216
1330 Lamont

886
47 Dot Kodaks

$9.33

Pay $10.00 on a/c of this judgment + costs =

Suffolk,Va.May 30th,I895-Received of E.E.Holland,trustee,One hundred and sixty four and forty five hundredths dollars ($I64.45) in full settlement of the claim of E.Wortley Duke,Executrix against Jno.M.Shepherd which was asserted by petition in the chancery cause of Ellis trustee vs Shepherd and others in the Circuit Court of Nansemond County.

$I64.45.

E. Wortley Duke Exct.

Suffolk Va. May 16th. 1895.

Received of E. E. Holland attorney, One hundred and three ($103.) dollars in full settlement of the claim of Etheridge, Fulghum & Co. v. John W. Shepherd which was asserted by petition in the chancery case of Ellis Master v. Shepherd in the Circuit Court of Nansemond County.

$103. D. Etheridge
Surviving Partner
by Robt R. Dennis

Cash –

7)180
25

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY - GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON John M. Shepherd and Carrie M. Shepherd, his wife; Thomas W. Smith, Trustee; Theresa A. Skiles nee F. W. Skiles; and Robert R. Prentis, Trustee,

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in September *next to answer a Bill in Chancery, exhibited against them in the said Court by* Sydney J. Ellis, Trustee

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 31st *day of* August *1886, in the* 111th *year of the Commonwealth.*

Teste: Peter B. Prentis *Clerk.*

Prentes. p. 2

Sydney J. Ellis, Jamstee

#

25 # Summons in Chy

John M. Shepherd Lucke,
Dal:

To September Rules, 1886

Sept 1/886

Pro. B. M. L. Lange
Cir: Co:

1856 Sept 4th Rec'd copy Summons & Com & Bill
Affidavit of Service thereof.
S. B. Vaughan Dpty Sh'ff
Jas. A. Hubbard Sh'ff

To the Hon:R.R.Prentis,Judge of the Circuit Court of Nansemond County:

The undersigned trustee begs to report that as authorized by a decree entered in the chancery cause of Ellis,trustee and others vs Jno.M.Shephe rd and others on the IIth day of May,I895,that he has collected the sum of $I895.00,the purchase price of the lands sold by him undre decree in this suit,has executed to Carrie M.Shepherd,the purchaser a deed therefor,and,as directed by said decree,has distributed the same as follows:

To amt of proceeds of sale-		$I895/00
By amt paid Theresa A.Skiles	$I545.00	
By amt paid Farmers Bank of Nansemond	72.40	
By amt paidEtheredge,Fulgham & Co	I03.00	
By amt paid E.Wortley Duke,Executrix	I64.45	
By part commissions retained-	I0.I5	
	$I895.00	

Your trustee returns herewith the vouchers for the several items paid out as directed by said decree.

Respectfully dubmitted,

E. E. Holland,

Substituted trustee

Ellis, Charles
vs Report of Disturbance
Shepherd Sowders

Filed Dec 1st 1895
E. P. Gomey Clerk

To the Hon.R.R.Prentis,Judge of the Circuit Court of Nansemond County:

As directed by decree entered in the cause of Sydney T.Ellis,trustee vs Jno.M .Shepherd and others,pending in said Court,on the 9th day of April I895,the undersigned substituted ~~decree~~ trustee proceeded on the IOth day of May,I895,to sell the real estate described in the deed of trust from Jno. M.Shepherd and wife in favor of Theresa A.Skiles referred to in said decree,by public auction,before the Court-house door of Nansemond County, upon the terms and conditions mentioned and prescribed in said deed of trust,after duly advertising,the time,terms and place of sale,as directed by said deed.At said sale Mrs. ~~Jno.~~ Carrie M.Shepherdmade the highest bid for said property and became the purchaser thereof at the price of $I895.The purchaser is ready to comply with the terms of sale by paying the entire purchase price in cash.

Respectfully submitted,

May 11th 1895

E. E. Howard

Substituted Trustee

S. D. Ellis Secretary
in Report of Sale
Jno. M. Shepherd

To Sydney P. Ellis, Trustee, Complainant

and John M. Shepherd and Carrie M. Shepherd his wife, Thomas W. Smith, Trustee, Theresa A. Skiles and F. W. Skiles and Robert R. Prentis, Trustee ..... Defendants

You are hereby notified that on the 23d. day of February 1887 at my office, in Suffolk, Va., (at which time and place you are required to attend), I shall take, state and settle the following accounts which are to be taken, stated and settled and reported to Court in pursuance of the decree of the Circuit Court of Nansemond County, Va., rendered the 14th. day of October 1886 in the suit in chancery pending in said Court to which you are parties plaintiff and defendants, to wit:

1. An Account of the property described in the deeds of trust in the bill in said suit mentioned with its annual and fee-simple value

2. An Account of all the liens upon the said property by judgment, deed of trust or otherwise

Given under my hand, as Commissioner in Chancery of said Court, this 5th day of February 1887

WILBUR J. KILBY,
Commissioner in Chancery.

Sufficient and legal service of this notice is hereby accepted and acknowledged by us this 8th. day of February 1887

R. H. Rawls atty
for defendants.

Rob. R. Reavis,
Atty. for Complainant.

23 days

To the Circuit Court of Nansemond County, Va.

The undersigned, Wilbur J. Kilby, one of the Commissioners in Chancery of said Court, respectfully reports to Court as follows;

That by a decree of said Court pronounced on the 14th. day of October 1886 in the suit in Chancery in said Court depending between Sydney P. Ellis, Trustee, Complainant, and John M. Shepherd and Carrie M. his wife and others, Defendants, one of the Commissioners of said Court was directed to take, state and report to Court the several accounts specified in said decree:

That soon after said decree had been pronounced, the papers in said suit were referred to the undersigned that said accounts might be taken and stated by him:

That on the 5th. day of February 1887 he prepared a notice specifying that on the 23d. day of Feb-

may 1887 at his office in Suffolk, Va. he would proceed to take and state said accounts:

That said notice was directed to the parties to said suit and as directed by said decree, was served upon the counsel for the Complainant and defendants, parties to said suit, as will appear by a copy of the notice hereto attached;

That in pursuance of said decree and notice the said accounts have been taken and stated by the undersigned and the result is herewith submitted as follows:

Account No. 1

An Account of the property described in the deeds of trust in the Bill in said suit mentioned with its annual and fee-simple value:

The said property consists of the following real and personal estate:

First

A lot or parcel of land with dwelling and other houses upon it, situated a short distance Southeast of the depot of the Norfolk and Western Railroad Company on the South side of Hall Avenue in the Town of Suffolk in said County, being the same lot which by deed dated the 9th. day of June 1883 and recorded the 15th. day of June 1883 in the office of the Clerk of the County Court of said County was sold and conveyed by Joseph P. Hall Sr. and wife to said John M. Shepherd. The fee-simple value of this lot is and its annual value $200. $ 2500 00

Second

Two horses $200 : 2 wagons $50 =	$	250	00	
4 carts $60 ; 1 buggy $30 ; 1 piano $70		160	00	
2 sets of double harness		30	00	
4 sets of cart harness		10	00	
1 pair of large platform scales		50	00	
Household and Kitchen furniture		200	00 =	700 00
Total			$	3.200 00

Account No. 2

An Account of all the liens upon the said property by judgment, deed of trust, or otherwise:

Under this head, the Commissioner reports a lien which still exists upon said lot of land in favor of Theresa A. the wife of Dr. Francis W. Skiles and which secures the payment of a debt due to her by said John M. Shepherd to the amount of —	$	1500 00
Interest from 5 July 1886 to 5 May 1887:— 1 y. 4 m.		120 00
Total	$	1620 00

The above lien, which constitutes the first upon said lot of land, was created by a deed of trust made by said John M. Shepherd and wife to Robt. R. Prentis Trustee on the 5th. day of January 1884 and recorded on the 7th. day of January 1884 on page 526 of deed book No. 12 in said Clerk's office,- by which deed of trust, said lot is conveyed to said Trustee in trust to secure the payment

of said sum of $1500. and interest thereon payable semi-annually on the 5th. day of January and 5th. day of July.

By a deed, of which Exhibit No. 2 filed with the Bill in said suit is a copy, dated the 17th. day of April 1886 and recorded in said Clerk's office on the 19th. day of April 1886, the said John M. Shepherd for the consideration, set forth in said deed, conveyed the said lot of land and the above-mentioned personal property to Thomas W. Smith Trustee in trust, (subject to said deed of trust), for the separate and sole use of his, the said John M. Shepherd's wife, Carrie M. Shepherd, free and clear of all rights of her husband.

If this deed from said John M. Shepherd to said Thomas W. Smith Trustee, for the benefit of said Carrie M. Shepherd should not, in the opinion of the Court, be valid, then the following constitute second and

third liens upon said parcel of land, to wit:

Second Lien.

A Judgment obtained by The Commercial Bank of Suffolk (for the benefit of Sydney P. Ellis, Trustee), against said John M. Shepherd on the 22 day of April 1886 in said Circuit Court and docketed the same day in said Clerk's office for	$ 408	40
Interest on $322.25 part thereof from 15th. Augt. 1885 to 5 March 1886, - 6m. 20ds	10	75
Interest on $60. another part thereof from 7 Sept. 1885 to 5 March 1886. - 5m. 28ds.	2	08
Interest on $26.15 another part thereof from 26 Sept. 1885 to 5 March 1886. - 5m. 9ds.		70
Costs of suit	6	25
Total	$ 428	18
Paid 5 March 1886	26	85
	$ 401	33
Interest on $401.33 from 5 March 1886 to 5 May 1887, - 1y. 2m.	26	09
Total	$ 427	42

Third Lien

A Judgment obtained by The Farmers Bank of Clausemond on the 16th. day of October 1886 in said Circuit Court against said John M. Shepherd, principal debtor and his alleged surety, George B. Smith, surviving partner of the late firm of Duke & Smith, and docketed in said Clerk's office on the 26th. day of October 1886, for — $ 607 02

Interest from 5 July 1886 to 5th. May 1887.— 10 m. 30 35

Costs of suit 8 20

Total $ 645 57

Recapitulation

First Lien	$	1620 00
Second Lien (contingent)		427 42
Third Lien "		645 57
Total amount of liens 5 May 1887.	$	2692 99

The debt of four hundred (400) dollars, which was due by said John M. Shepherd to said Thomas W. Smith and which is mentioned

in the Bill in said suit and also in said deed made by said John M. Shepherd to said Thomas W. Smith, Trustee, for the benefit of said Carrie M. Shepherd, has been paid and the lien, which secured the same, thereby cancelled.

The Commissioner has not been able to discover any liens upon the above-mentioned property, except those specified in this Report.

Respectfully submitted this 23d. day of February 1887

Wilbur J. Kilby
Comr. in Chancery

Fee of Comr. $15.00

Ellis. Trustee

-vs- } In Chy.

Shepherd & al.

Report of Liens on John M. Shepherds property etc.

1887. March 31st. Filed
clk.

TRUSTEE'S SALE

OF A

Valuable House and Lot!

Pursuant to a decree of the Circuit Court of Nansemond county entered on the 9th day of April, 1895, with the consent of all parties, in the chancery cause of Ellis, trustee, vs. Shepherd and others, and by virtue of a deed of trust from John M. Shepherd and wife, executed the 5th day of January, 1884, I shall, as directed by said decree, and with the consent of the parties, proceed to sell, in accordance with the terms prescribed in said deed of trust, by public auction, before the Courthouse door of Nansemond county, at Suffolk,

On Friday, May 10, 1895,

at 12 o'clock M., the following valuable real estate, to wit: All that certain lot of land situated a short distance southeast of the depot of the Norfolk and Western railroad and on the south side of but not adjoining said railroad, in the town of Suffolk, and described as follows: Beginning at a point fifty feet south of the southside line of said railroad in a straight line from said railroad, and forty feet east of the northeast corner of the front yard of Joseph P. Hall's home place or dwelling at the southeast corner formed by the junction of Hall avenue with Cedar street, thence south one hundred and thirty-five feet, thence east from said Cedar street one hundred feet, thence north one hundred and sixty-five feet to said Hall avenue, and thence west along the south side of said Hall avenue fifty (50) feet to the beginning, and being same land sold and conveyed to the said John M. Shepherd by Joseph P. Hall and wife by deed dated the 9th day of June, 1883, and duly recorded in the Clerk's office of Nansemond County Court on the 15th day of June, 1883.

E. E. HOLLAND,

APRIL 18, 1895. SUBSTITUTED TRUSTEE.

In the Circuit Court of Nansemond County:

Sydney T.Ellis,trustee vs John M.Shepherd and others.

This cause came on this day to be again heard upon the papers formerly read and was argued by Counsel:On consideration whereof the Court doth order,adjudge and decree that E.E.Holland,who is hereby appointed and substituted as trustee in the place of the original trustee in a certain deed of trust from John M.Shepherd and wife in favor of Theresa A.Skiles, dated the 5th day of January,I884 and recorded on the 7th day of January I884 ,on page 526 of deed-book No.I2 in Nansemond County Clerks Office, the debt secured by which said deed of trust has been reported to Court ~~by his report~~ by Commissioner Wilbur J.Kilby in his report filed here in on the 3 Ist day of March I887 as the first lien upon said real estate, be authorized,empowered and directed to advertise and sell said real estate upon the terms and conditions mentioned and prescribed in said deed. And the said E.E.Holland,as such substituted trustee is directed to make report to Court of said sale.And this cause is continued.

Sydney P. Ellis Com'r
to Decree
Jno. M. Shepherd &c

Apl 9th 1895

To be Entered

Robert R. Prentis

Entered in Chancery
Order Book No. 2.
Page 616.

We consent
E. E. Hoge and Allen for
Jno. M. Shepherd & als
defendants.
E. Hartley Duke Cpct.

In Vacation:In the Circuit Court of Nansemond County on the IIth day of May,I895.

Sydney T.Ellis,trustee

vs

Jno.M.Shepherd and others.

This cause came on this day to be again heard,with the consent of all the parties in interest, notice being expressly waived, upon the papers formerly read ,and upon the report of sale made by E.E.Holland,Substituted trustee as directed by decree entered herein on the 9th day of April,I895,this day filed,by like consent, and to which report there are no exceptions,and was argued by Counsel: On consideration whereof the Court doth approve and confirm said ~~said~~ report and saidsale,and doth order,adjudge and decree that,upon the payment of the purchase price therefor, amounting to $I895 in full,the said substituted trustee shall convey to said Carrie M.Shepherd,the wife of Jno.M. Shepherd,by good and sufficient deed,with special warranty,the tract of land described in the deed of trust from said Jno.M.Shepherd and wife in favor of Theresa A.Skiles and referred to in these proceedings.And upon the payment of said purchase money to said E.E.Holland,substituted trustee as aforesaid,he shall proceed after deducting the Expenses & Costs of sale to distribute the same among the parties entitled thereto,as fellows.Ist.To Theresa A.Skiles,the sum of $I500,with the interest now due thereon,and being the amount of the debt secured by said deed of trust.2nd.To Etheredge,Fulgham & Co,or their attorney, the sum of $I03.dollars, being the balance due on the claim set out in their petition filed in this cause.3rd.To the Farmers Bank of Nansemond,the sum of $72.40,and being the balance due on the judgment of said Bank against said Shepherd and George B.Smith,surviving partner of the late firm of Duke & Smith ,referred to in the report of Commissioner W.J.Kilby in his report filed herein on the 3Ist day of ~~February~~ March,I887.4th To E.Wortley Duke,Executor of D.W.Duke,deceased, the sum of $I64.45.And the balance ,if any ,then in the hands of said substituted trustee,shall be applied,as far as it will go,to the payment of the costs of this suit.

And the said substituted trustee is directed to make report of such distribution to Court, and file therewith the receipts given for the respective amounts herein directed to be paid by him, together with a statement of the costs and expenses of sale. And this cause is continued.

To Clerk of the Circuit Court of
Nansemond County, Virginia.

Robert R. Prentis.
Judge.

Ellis. Trustee
vs Decree.
Shepherd et als

Entered in
Chancery Order
Book No. 2.
Page 640.

We consent to
this decree.
Thos M Shepherd

Theresa A. Stiles.
Ho Farmers Bank Petitioners
By Wm St. Jones Clerk

E. Worden Duke Exec.
E. M. Shepherd
Thos M Smith
Trustee

Rec'd May 14th.

Sydney J. Ellis, Trustee

v.

John W. Shepherd and others.

This cause came on this day to be further heard upon the papers formerly read and upon the petitions of E. Worthy Duke Executrix of David W. Duke deceased, and Etheridge Fulgham & Co., and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court who is directed to take, state and report an account of the debts due by John W. Shepherd to the said petitioners, together with any other matter specially stated deemed pertinent by the Commissioner or required by any party interested to be so stated.—

Notice of the time and place of stating said account need only be given to R. H. Rawles, John A. Wright and Robert R. Prentis Counsel in this cause.—

Ellis, Trustee

N. Decree

Shepherd &c

Enter 11. April 1888.

Entered Ch'y Order Book
No 2. P. 193

Sydney J. Ellis, Trustee,

v.

John W. Shepherd and others -

On the motion of Etheredge, Fulghum & Co. leave is given them to file their Petition in this cause, and the same is accordingly filed and the said Etheredge, Fulghum & Co. are admitted as parties complainant in this suit -

On motion of Ethridge Duke Attys &c leave is given him to file his petition in said suit which is filed accordingly who is admitted a party plaintiff in said suit

Sydney T. Ellis,
Trustee,

vs.

Order filing
Petition of
Etheredge, Fulgham & Co

Shepherd & Co.

Entered 18 Octo. 1887
C. W. Hill

Entered Chancery order Book
No. 2. page 168.
1887. Octo. 18th.

Sidney T. Ellis, Trustee

v.

John M. Shepherd and Carrie M. Shepherd his wife, Thomas N. Smith, Trustee, Theresa A. Skiles, F. H. Skiles and Robert R. Prentis Trustee. —

This cause came on this day to be further heard upon the papers formerly read and upon the Report of Commissioner Wilbur J. Kilby dated the 23rd day of February 1887 and filed the 31st day of March 1887 to which no exceptions have been taken, and was argued by counsel. —

~~On consideration whereof the Court~~
~~doth adjudge and decree~~

On consideration whereof the Court doth ratify approve and confirm the said report and being of opinion that the deed dated the 17th day of April 1885 from John M. Shepherd ~~and wife~~ to Thomas N. Smith, Trustee for Carrie M. Shepherd in the bill referred to was executed upon consideration not deemed valuable in law and with intent to hinder, delay and defraud the complainant, doth therefore adjudge, order, and decree that the said deed of trust be set aside annulled and avoided, because the same is voluntary, fraudulent and void as to

the complainant.

~~And Robert R. Prentis the said~~ the complainant is authorized and empowered to ~~by~~ its execution upon the personal property and ~~by~~ execution of fieri facias issued, and delivered to the Sheriff, and the ~~said~~ Sheriff is authorized to levy the same

And unless the defendant John M. Shepherd shall pay to the complainant the amount due on it's judgment, together with all costs and the costs of this suit within sixty days from this date, then the said complainant ~~it~~ may have its execution of fieri facias issued upon its judgment and levied upon the personal property conveyed by the said deed, and the same may be sold by the said Sheriff under the said executions just as if the said deed had never been executed.-

And in case the said personal property is insufficient for the purpose or cannot be found by the Sheriff, then Robert R. Prentis, Trustee, ~~and Special Commissioner~~ who is hereby appointed a Special Commissioner for the purpose, is authorized and directed to sell the real estate conveyed by the said deed at public auction in front of the Court house door of Nansemond County

after having first advertised the time, place and terms of such sale for three successive weeks in some newspaper published in Nansemond County, or by hand-bills judiciously circulated, upon the following terms, to wit: one third of the purchase money in Cash, and the balance in two equal instalments, payable in six and twelve months, with interest from the date of the sale.- The title to the said Real estate to be retained until the further order of the Court. And he shall make report to Court.-

But before the said Prentis, Trustee and Special Commissioner, shall have any authority under this decree he shall execute and deliver before the Clerk of this Court a proper bond in the penalty of $ 4000.— Payable to the Commonwealth of Virginia and conditioned for the faithful discharge of his duties under this or any future decree of this Court.-

And the operation of this decree is suspended for the space of sixty days from this date in order to give the defendants time to present a petition for an appeal from this decree to the Supreme Court of Appeals of Virginia.—

Sydney J. Ellis, Trustee,

vs.

Decree

Oct. 1884

Shepherd Pro

Entered Oct. 17. 1887.
C W Hill

Entered Chancery Order
Book No: 2. Page 167.

Sydney J. Ellis Trustee

vs.

John M. Shepherd and Carrie M. Shepherd his wife, Thomas H. Smith Trustee, Theresa L. Skiles, J. W. Skiles and Edward M. Prentis, Trustee. —

This cause which has been regularly matured and set for hearing at rules according to law came on this day to be heard upon the bill and the exhibits thereto filed taken for confessed as to the defendants on whom process has been duly served and who still failing to appear and plead answer or demur, and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that this cause be referred to one of the Commissioners of this Court who is directed to take state and report to Court the following accounts:

1. An account of the property described in the deeds of trust in the bill mentioned with its annual and fee simple value. —
2. An account of all the liens upon the said property by judgment deed of trust or otherwise. —

Sydney T. Ellis
Trustee

v.

Drew

Shepherd Sothard

Entered 14 Octo. 1886

Gwinton.

Entered Order Book 2 fo 104

Whereas I am well and truly indebted to my wife Carrie M. Shepherd in the sum of three thousand dollars ($3000) for Money loaned to me out of her Separate and sole estate, over which I had no control whatever, nor to which I had any legal right whatever, but which I promised to return to her again as her Separate and sole estate free and clear of and from any debts or demands of her Husband or of any Marital rights whatever, and believing it to be my duty legal and moral, to repay to her that to which she is entitled as her Separate and sole estate on account of the money so loaned to me, Therefore

This Deed made this 17th day of April 1886 between John M. Shepherd of the one part and Thos. W. Smith of the other part, Trustee for the purposes herein named both parties being of the Town of Suffolk County of Nansemond and State of Virginia, Witnesseth, that in Consideration of the premises and of the said sum of Three thousand Dollars loaned to me by the said Carrie M. Shepherd out of her own sole separate and private funds the said John M. Shepherd doth hereby grant, convey and transfer unto the said Thos. W. Smith as Trustee for the said Carrie M. Shepherd the following property to wit:-

First, the House and lot on which the said John M. Shepherd now resides, situated in the

Town of Suffolk, County of Nansemond and State of Virginia, lying on the North side of South side of the Norfolk & Western Railroad near Chuckatuck and bounded by the lands of Hall and others. This property is conveyed subject to a mortgage or deed of Trust in favor of W. H. Skiles or wife for the sum of Fifteen Hundred Dollars ($1500) now due the said Skiles.

Secondly:- The following personal property to wit:- Two Horses, Two Wagons, Four carts, Two double sets of Harness, Four sets of Cart Harness, one Buggy. This property is subject to a deed of Trust to J. W. Smith to secure to him the payment of Four Hundred Dollars ($400) due and payable to him by the said John M. Shepherd.

Thirdly:- All of my household and kitchen Furniture of every sort, kind and description the whole not being of any great value, but consisting of articles too various and numerous to mention, Also one Piano and one pair Platforms Scales. The whole of the property herein conveyed to the said Trustee subject to the said Deeds of Trust now upon it but being fully sufficient and adequate to entirely discharge the indebtedness of $3000 aforesaid.

The said property is conveyed to the said Trustee upon the good and valuable consideration aforesaid to be held in trust, subject to the prior trusts aforesaid, for the separate and sole use of the said Leavie M. Shepherd free and clear of and

from all rights of her husband whatever or of any marital rights whatever, But the said [illegible] Smith whenever directed to do so in writing signed by the said Laura M. Shepherd shall sell the said property or any part thereof and pay over the proceeds to the said Laura M. Shepherd as herein provided, Witness the following signature and seal.

J. W. Shepherd. Seal

Virginia, Drummond County Town:- I R. H. Rawles, a Notary Public for the County and State aforesaid do hereby certify that John M. Shepherd whose name is signed to the writing above bearing date the 17th day of April 1886 has this day acknowledged the same before me in the County aforesaid, Given under my hand this 17th day of April 1886.

R. H. Rawles, Notary Public.

In the Clerk's Office of Nansemond County Court, the 19th: day of April. 1886, at fifteen (15) minutes after Eleven (11) O'clock, A.M.

This Deed of Trust was presented with the Certificate annexed, and admitted to record.

Teste:

Peter B. Prentis. Clerk

John M. Shepherd
To
Deed of Trust
Wm. D. Smith, Trustee
for Annie M. Shepherd &c.

1886
April 19th. at 11 - 15
O'clock A.M. Presented
in the Clerk's Office and
the certificate annexed
thereto endorsed
Examined & certified

Recorded deed Book
No. 16 p. 399.

Fee Recording $1.00 ... $1.25

This Deed,

made the fifth day of January one thousand eight hundred and eighty four between John W. Shepherd and Carrie W. Shepherd his wife, of the county of Nansemond and State of Virginia, of the one part, and Robert R. Prentis chosen as trustee for the purposes herein named, of the other part, Witnesseth: That the said John W. Shepherd and Carrie W. his wife, do grant, with general warranty, unto the said Robert R. Prentis trustee as aforesaid, the following property, to wit: all that certain lot or parcel of land situated a short distance Southeast of the depot of the Norfolk & Western Railroad and on the South side of but not adjoining said Railroad in the Town of Suffolk, described and bounded as follows: beginning at a point fifty (50) feet South of the Southside line of said Railroad in a straight line from said Railroad, and forty (40) feet East of the Northeast corner of the front yard of Joseph P. Hall's home place or dwelling at the Southeast corner formed by the junction of Hall Avenue (a street fifty feet wide running East and West along the South side of said Railroad) with another street to be opened and called Cedar street forty feet wide on the East side of a ditch and row of cedar trees which run North and South along the East side of said yard (said corner being the Northwest corner of the lot hereby conveyed), thence running from said point South one hundred and thirty five feet (135) in a line parallel with and forty feet East of said ditch and row of cedar trees thence East one hundred (100) feet from said Cedar street thence North one hundred and sixty five feet (165) to said Hall Avenue, and thence West along the South side of said Avenue fifty (50) feet in a line parallel with and fifty feet South of the line of said Railroad to the point of beginning: it being the same land conveyed to the said John W. Shepherd by Joseph P. Hall & wife by deed dated the 9 day of June 1883 and duly recorded in the Clerk's Office of Nansemond County Court on the 15 day of June 1883.—

together with all and singular the appurtenances belonging to the same.

In trust to secure to Theresa A. Stiles the wife of Dr. Francis W. Stiles of Suffolk, Virginia, the payment of a certain bond bearing even date with this deed for the sum of Fifteen Hundred Dollars ($1500.00) drawn by John M. Shepherd payable one year after date with interest payable semi-annually on the 5. January and 5. July, and containing a waiver of the Homestead exemption.

In the event of default in the payment of the said bond Principal or interest, it shall be the duty of the said Trustee, so soon as he shall be thereafter requested so to do by the said Theresa A. Stiles or her assigns, to sell the real estate hereby conveyed at public auction to highest bidder for cash, after having first advertised the time, place and terms of such sale for three weeks in such manner as to the Trustee shall seem best for the interest of all parties. - Out of the proceeds of such sale, after paying the expense of executing this trust (including a commission of five per centum on the gross proceeds of sale to the Trustee), the Trustee shall pay off and discharge the said bond principal and all accrued interest, and the residue, if any, shall be paid to the said John M. Shepherd or his assigns. -
In case no default is made in the payment of the said bond Principal and interest a proper deed of release shall be executed at the expense of the said Shepherd. -

Witness the following signatures and seals:

John M. Shepherd [SEAL.]

Carrie M. Shepherd [SEAL.]

State of Virginia,
County of Nansemond } To wit:

I, E. E. Holland, a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that Carrie M. Shepherd the wife of John M. Shepherd whose names are signed to the writing above, bearing date the 5. day of January 1884, personally appeared before me in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Carrie M. Shepherd acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this fifth day of January eighteen hundred and eighty-four. -

E. E. Holland,
N. P.

State of Virginia,
County of Nansemond } To wit:

I, E. E. Holland, a Notary Public, in and for the said county, in the State of Virginia, do certify that John M. Shepherd whose name is signed to the writing above, bearing date the 5. day of January 1884 has acknowledged the same before me in the county aforesaid.

Given under my hand this fifth day of January 1884

E. E. Holland,
N. P.

In the Clerk's Office of Nansemond County Court, the 7th day of January, 1884.
This Deed of Trust was presented with the certificates annexed, and admitted to record.

Teste Peter B. Scuttis. Clerk.

xmid

DEED of TRUST.

John M. Shepherd
& wife

To

Robt. L. Prentis,
Trustee for Theresa A. Stokes

January 7th 1884 Presented in Clerk's Office with the certificates annexed & admitted to record

Recorded Deed Book
No 12 Page 526

Tax 1 cent: for land ... $2.75
Clk.

in the Circuit Court of Nansemond County-

Ellis,Trustee vs Jno.M.Shepherd and others.

This cause came on this day to be again heard upon the papers formerly read,and upon the report of E.E.Holland,Substituted trustee,filed on the Ist day of October,I895,showing that he has collected the purchase price of the lands sold by him under decree in this suit and distributed the same,to which report there are no exceptions,and was argued by Counsel:On consideration whereof,it appearing to the Court that the said purchase money has been distributed as directed by decree entered herein on the IIth day of May,I895,the Court doth approve and confirm said report.And there being nothing further to dispose of in this suit it is ordered that the same be removed from the docket.

Ellis, Trustee
to Final Decree
Jno W. Shepherdson

Dec 15, 1885
To be entered.
Robert R. Reid

Entered in Chancery
Order Book No. 2
Page 657.

The answer of Thos. W. Smith Trustee for Carrie M. Shepherd to the Bill of Complaint exhibited against him and others by Sidney T. Ellis Trustee &c.

This defendant answering saith that it is true that he was appointed Trustee in the deed of Trust alluded to in the Complainant's Bill and he has never renounced the said Trust. That he is not personaly familiar with the facts alleged, in said Bill, or contained in said answer, but he believes the facts set forth in the answer of John M. Shepherd and Carrie M. Shepherd to be true so far as his information goes, and he therefore prays the court to dismiss the said Bill and that he with the other defendants be hence dismissed with their reasonable costs in this behalf expended. And he will ever pray &c

Thos W Smith

Virginia

Rockingham Co: to wit: I R A Rawlins a Notary Public do hereby certify that Thos. W. Smith has this day before me made oath that the above answer is true to the best of his knowledge information and belief. Given under my hand this 4th day of February 1887.

R A Rawlins N. P.

Sidney T. Ellis Trustee

vs

John M. Shephard et als:—

The Joint answer of John M. Shephard and Carrie M, his wife, to the bill of Complaint exhibited against them and others in the Circuit Court of Nansemond by Sidney T. Ellis Trustee.

These defendants now and at all times hereafter saving and reserving unto themselves all benefit and advantage of exception which can or may be had or taken to the many errors uncertainties and other imperfections in the said Complainants said Bill of Complaint contained, for answer thereto or unto so much or such parts thereof as these defendants are advised is material or necessary for them to make answer unto these Defendants answering say:

1st That the first section of the said Complainants Bill may be true.

2nd For answer to the second section of said bill these defendants say, that several notes other than those mentioned in said Bill, and held by ~~said Bank~~ the Commercial Bank of Suffolk were paid by the defendant John M. ~~Shephard~~ Shephard

up to the extent of his ability.

3rd For answer to the third section the said defendants say, that it was the intention of the said John M. Shephard to fully and faithfully perform every promise he made and that he would have done so long before this, but owing to the failure of the Commercial Bank of Suffolk of which the said Sidney T. Ellis is Trustee, he was compelled to pay off and take up several other notes held by said Bank, which required all the ready cash he could command, these notes which he paid he had expected to curtail and renew from time to time according to Bank usage, which said privilege was specially ~~promised~~ given him by the cashier of said Bank, and but for this fact he could and would have long before this carried out his promises as aforesaid: and expects to do so now as soon as he is able.

4th These defendants deny the allegations in section 4 of said bill which charge that Jno. M. Shephard was preparing to escape payment of his indebtedness or any part thereof. He admits having made the deed to Thos. W. Brick Trustee for Carrie M. Shephard but asserts positively that it was not done

to hinder or delay his creditors but that it was a bona fide transaction for value paid and for a valuable consideration in law. He admits that the deed was made subject to a debt secured by Trust deed in favor of F. W. Skiles for $1500. and to a lien in favor of Thos W. Smith for $400 which when said deed was made was not paid off.

For answer to the general charges, the defendants say, that the deed of Trust made by John M. Shephard to Thos. W. Smith Trustee for Carrie M. Shephard was and is not voluntary, that it was made for a consideration deemed valuable in law, that the said Carrie M. Shephard did furnish the money and pay a very valuable consideration in law: and that the said deed was not made to prevent the lien of the complainants judgement from attaching to the said Shephards property, nor with the intent to hinder delay and defraud the complainants in the collection of his said debt - and hence there being no such intention the said Carrie M. Shephard had no notice of such, and that the said conveyance is not null and void. The defendant John M. Shephard further says that the consideration for the said deed

is exactly and truly set forth in the said deed; that the said three thousand dollars named as the consideration in said deed was money borrowed from Carrie M. Shephard - that the said money was her sole and separate estate which she had received or inherited from her uncle in Tennessee; that it was collected for her by Mr. John R. Kirby who went to Tennessee after it. and that she had placed it in the hands of the said John M. Shephard on the express condition that he was to build or give her a house and home; that also she had money paid over to her for the sale of timber belonging exclusively to her which she also permitted the said John M. Shephard to use with the same express condition. that he used this money from time to time: that she continually beseeched him to build her a home and procure a home, which he finally did, according to his promise when he obtained the money from her, and that in making the deed he has only complied with a just promise made upon a valuable consideration: that he has not yet in fact fully returned to

the said Carrie M. Shephard all the money which she advanced to him from her private or separate funds. In other words all the property in the said deed of trust does not fully repay her.

And now having fully answered the complainants bill, these defendants pray hence to be dismissed with their reasonable costs in this behalf expended and they will ever pray &c.

John. M. Shepherd
Carrie M. Shepherd

R. H. Rawles P. S.

Nansemond County to wit:-

This day personally appeared before me R. H. Rawles a Notary Public for the county aforesaid, John. M. Shephard and Carrie M. Shephard whose answer is above written and made oath that the statements contained in said answer so far as made of their own knowledge are true, and that such statements as are made therein from knowledge or information derived from others they believe to be true Given under my hand this 1st day of February 1887.

R. H. Rawles Notary Public.

To Hon Chs Hill, Judge of the Circuit Court of Nansemond County:

The petition of Edith Worthey Duke, Administratrix of D.W. Duke Decd respectfully represents, that pursuant to a decree of this Court rendered in the Chancery cause of the Farmers Bank of Nansemond vs R.R. Prentis Trustee and als, she did on the 15th day of April 1887, pay out on account of Judgments rendered against Jno M. Shepherd Maker and D.W. Duke endorser, of certain negotiable notes, the following sums, to wit:

To R.R. Prentis atty for the Commercial Bank of Suffolk $138.25

To E. E. Holland, Atty for the Farmers Bank of Nansemond $ 251.13

making a total paid out your petitioner on account of said Jno M. Shepherd and for which he was primarily responsible of $ 389.38

and that by said decree the Estate of D.W. Duke, as endorser for said Jno M. Shepherd is still liable to pay on account of the debt due to the Commercial Bank of Suffolk, the sum of $216.23 with interest from the 15th day of April 1887; and on account of the debt due to the Farmers Bank of Nansemond, the sum of $392.50 with interest from Apl 15th 1887.

That on the Day of 188 a
Chancery Suit was filed in this Court by the
Commercial Bank of Suffolk, for Sydney
T. Ellis Trustee, against Jno M. Shepherd
and others, the object of which Suit was to
set aside and annul a certain Deed
made by said Jno M. Shepherd to Hon. M
Smith Trustee, &c and to subject the property
thereby conveyed to the Satisfaction of the
Judgment obtained against said Jno M.
Shepherd by Nathl and D. W. Duke endorsers
of the said note, which will fully appear
by reference to the Bill and proceedings
in said Cause. And both of the Judgments
herein named are reported in said Cause
as liens on the land of said Shepherd.
But Your petitioner is advised that she
can not avail herself of the benefits of
any orders in said Cause, except by be-
coming a party plaintiff therein, and
therefore prays that she, as administratrix
of the Estate of D. W. Duke Dec'd, may be made
a party plaintiff in said Suit, with said
the Commercial Bank of Suffolk, for &c
(being willing to share ratably in the Costs
of the Suit) and that she may have the
benefit of such remedy and relief as is
consistent with Equity & the Case requires.

May it please &c.

Jno. H. Wright p.p.

Edwin Woolley Duke adm.

The Commercial Bank
of Suffolk &c &c

vs } In Chancery

Jno M. Shepherd & als

Petition of
E Woolley Duke Admr &c

1887 Oct. 1st. Filed

112

No 88.00

Due Bowden Bank

Suffolk, Va. June 11th 1886

Sixty Days after date pay to

the order of Ourselves

Eighty Eight 00/100 Dollars,

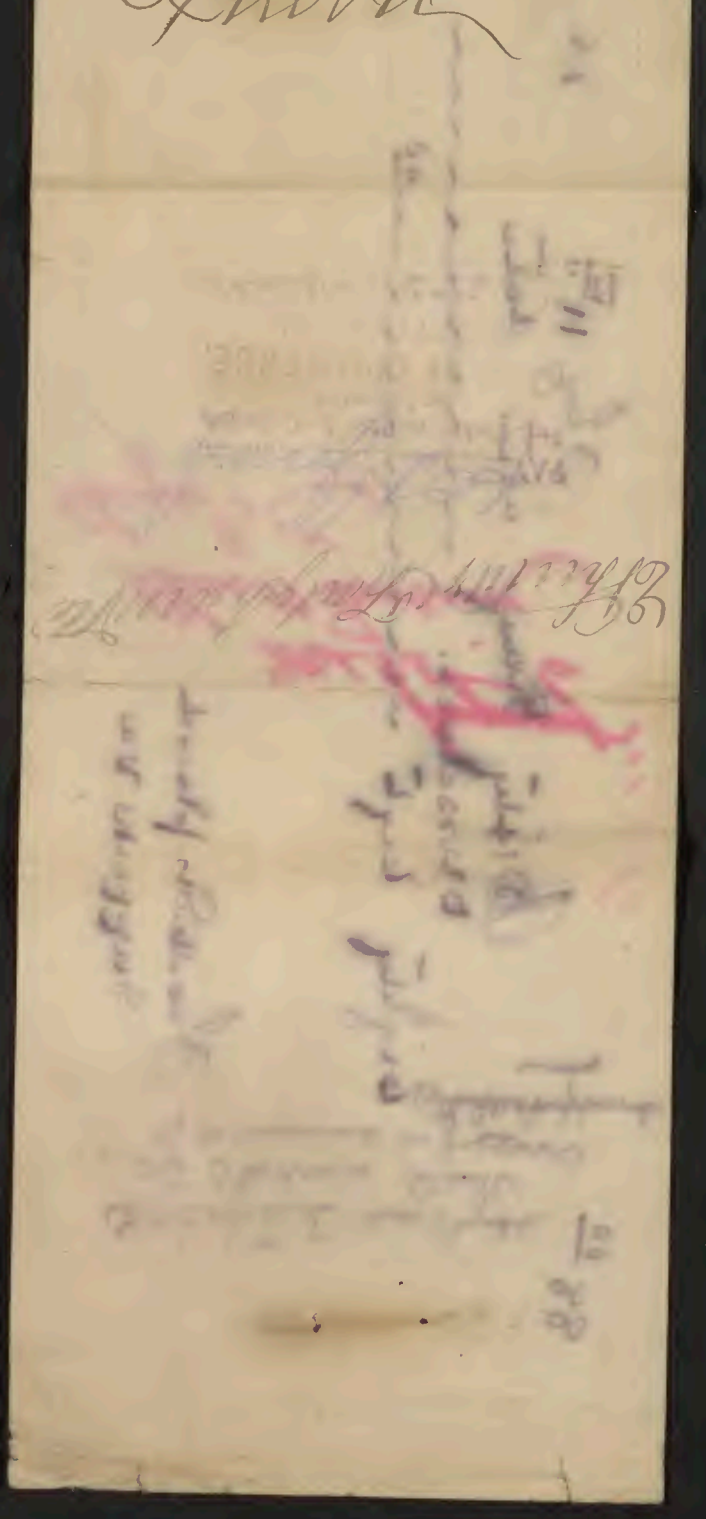
value received, and charge the same to account of yours truly.

We, the drawer, endorsers and acceptor, hereby waive the benefit of our Homestead Exemption as to this debt

To Jno. H. Shepherd

Suffolk Va

"Exhibit"



To the Honorable Claudius W. Hill,
Judge of the Circuit Court of
Nansemond County.

The petitioners Dennis Etheredge and Joseph H. Fulghum merchants and partners trading as Etheredge, Fulghum & Co. respectfully represent that John M. Shepherd is ~~justly~~ and was on the 17. day of April 1886 justly indebted to them in the sum of $89.12 with interest from the 15- day of March 1886 until paid evidenced by the protested acceptance of the said Shepherd which is herewith filed marked "Exhibit", and your petitioners pray that it may be read as a part of this petition -

That there is a suit now pending in the Circuit Court of Nansemond County brought by Sydney S. Ellis trustee against the said Shepherd and others - the object of which is to set and annul a certain deed executed by the said Shepherd to Thomas W. Smith Trustee for Carrie M. Shepherd dated the 17. April 1886, on the ground that it is voluntary, fraudulent and void as to creditors. - That by decree pronounced

in the said cause on the 17. day of October 1884 the said deed has been annulled and voided as to the complainant.—

Petitioners ask leave to be admitted as complainants, they join in all the allegations contained in the bill in the said cause, and ask that the said deed may be also set aside and annulled as to them, and that the property conveyed by the said deed may be subjected to the payment of their said debt, and for such other, further and general relief as the nature of their case may require and the principles of equity justify.— And the petitioners will ever pray &c

Etheridge Tulyhaw & Co.
by Counsel—

Rob. R. Peatross p.q.

Sydney T. Elliot,
Trustee

v. Petition of

Eltonedge
Fulgham & Co.

Shepherd &c.

1887. Dec. 18th. Filed

Virginia :

IN THE CIRCUIT COURT OF NANSEMOND COUNTY :

The 27th: day of April 1886

The Commercial Bank of Suffolk (for the benefit of Sydney J. Ellis, Trustee

Plaintiffs.

against

John M. Shepherd . . . . . *Defendant*

Judgment Confessed for $408.40 with legal interest on $327.25 from the 15th: day of August, 1885: on $80.00 from the 7th: day of September, 1885; and on $26.15 from the 26th: day of September, 1885, till paid, and the Costs.

Defendants.

~~*Judgment was granted the Plaintiff against the Defendant for the sum of*~~ *Dollars and Cents,* ~~*with interest thereon, to be complied after the note of*~~ *per centum per annum,* ~~*from the*~~ *day of* *18* *, till* ~~*payment and the costs.*~~

Plaintiffs Costs, $ 6.25

An Extract,

Teste, Peter B. Pruden *Clerk.*

1886 Mar. 5. Credit by cash $26.85/100.

Exhibit No. 3.
with Bill of
Ellis Trustee
vs.
Shepherd et al

Whereas I am well and truly indebted to my wife Lizzie M. Shepherd in the sum of three thousand dollars ($3000) for money loaned to me out of her separate and sole estate over which I had no control whatever, nor to which I had any legal right whatever, but which I promised to return to her again as her separate and sole estate free and clear of and from any debts or demands of her husband or of any marital rights whatever, and believing it to be my duty legal and moral, to repay to her that to which she is entitled as her separate and sole estate on account of the money so loaned to me therefore This Deed Made this 17th day of April 1886 between John M. Shepherd of the one part and Thos W. Smith of the other part, Chosen as Trustee for the purposes herein named both parties being of the Town of Suffolk County of Nansemond and State of Virginia. Witnesseth. that in consideration of the premises and of the said sum of Three Thousand Dollars loaned to me by the said Lizzie M. Shepherd out of her own sole separate and private funds, the said John M Shepherd doth hereby sell grant, convey and transfer unto the said Thos. W. Smith as Trustee for

the said Carrie M. Shepherd the following property to wit:

First, the House and Lot on which the said John M. Shepherd now resides, situated in the Town of Suffolk, County of Nansemond and State of Virginia, lying on the South side of the Norfolk & Western Railroad near their depot and bounded by the lands of Hall and others. This property is conveyed subject to a mortgage or deed of trust in favor of Dr. J.W. Skiles or wife for the sum of Fifteen Hundred dollars ($1500) now due the said Skiles.

Secondly:- The following personal property to wit: Two Horses, Two wagons, Four carts, Two double setts of Horness, Four setts of Cart Horness, one Buggy. This property is subject to a deed of trust to C. P. Smith to secure to him the payment of Four Hundred dollars ($400) due and payable to him by the said John M. Shepherd.

Thirdly: all of my household and kitchen furniture of every sort, kind and description, the whole not being of any great value, but consisting of articles too various and numerous to mention, also one Piano, and one pair Platform Scales.

The whole of the property herein con-

vested to the said Trustee, subject to the said deeds of trust now upon it, not being fully sufficient and adequate to entirely discharge the indebtedness of $3000 aforesaid.

The said property is conveyed to the said Trustee upon the good and valuable consideration aforesaid to be held in trust, subject to the prior trusts aforesaid, for the separate and sole use of the said Carrie M. Shepherd free and clear of and from all rights of her husband whatever, or any marital rights whatever. But the said Thos H. Smith whenever directed to do so in writing signed by the said Carrie M. Shepherd shall sell the said property or any part thereof and pay over the proceeds to the said Carrie M. Shepherd as feme sole. Witness the following signature and seal.

Jno. M. Shepherd (Seal)

Virginia, Nansemond County to wit:

I, R. H. Rawles, a Notary Public for the county and State aforesaid do hereby certify that John M. Shepherd whose name is signed to the writing above bearing date the 17th day of April 1886 has this day acknowledged the same before me in the County aforesaid. Given under my hand this 17th day of April 1886.

R. H. Rawles, Notary Public.

In the Clerk's Office of Nansemond County Court, the 19th: of April, 1886, at fifteen (15) minutes after Eleven (11) o'clock A.M.

This Deed of Trust was presented with the certificate annexed, and admitted to record.

Teste;

Peter B. Prentis Clerk

A copy,

Teste:

Peter B. Prentis. Clerk

Volume M. Stephens

To } Deed of Trust
Thomas W. Smith Trustee
for Carrie M. Stephens et al.

a copy

Exhibit No. 2.
with Bill of
Ellis Trustee
vs
Stephens &c

The power of attorney to confess judgment in favor of the Commercial Bank of Suffolk (for the benefit of Sydney T. Ellis Trustee) dated 17 February 1885 is to be void and is not to be used if the said Shepherd shall pay his $25. note in full on or before the 28 day of February 85, the $60.- note in full principal and interest and all interest on his $320.- note and $32. of the principal thereof on or before the 31. day of March 1885, ~~at~~ and at least $32. per month thereafter on or before the last day of each month until the whole of the said $320. note is fully paid, principal, interest and costs of protest, the whole of the said $320. note however is to be paid on or before the 1. day of October 1886.- But if the said Shepherd fails to meet any of the said payments at the times above mentioned or before the said power of attorney is to remain in full force and effect and the said Sydney T. Ellis may have the said judgment confessed and may take such legal steps to enforce the immediate collection of the whole of the said indebtedness as he deems proper

Sydney T. Ellis Trustee
by Counsel Rob. R. Prentis.
John. M. Shepherd

John M. Shepherd

with Agreement

Comm'l. Bank

Exhibit No. 1

with Bill of

Sydney T. Ellis Trustee

v.

Shephard et al

Sydney T. Ellis, Trustee -

v.

John M. Shepherd and Carrie M. Shepherd his wife, Thomas W. Smith Trustee, Theresa A. Stiles, F. W. Stiles and Robert E. Travis, Trustee. -

To the Honorable George Blow Judge of the Circuit Court of Nansemond County.

Humbly complaining, your orator Sydney T. Ellis Trustee of Nansemond County Virginia, respectfully represents to the Court:

1. That certain negotiable notes, three in number aggregating $408.40 Dollars by John M. Shepherd were assigned to him as Trustee for the benefit of the creditors of the Commercial Bank of Suffolk. -

2. That he made repeated demands upon the said John M. Shepherd for payment of the same, and in response thereto received repeated assurances from said Shepherd that the debts thereby evidenced should be promptly paid. -

3. That on the 17. day of February 1886

when the said Shepherd was notified that unless the said debts were paid an action would be brought upon the said notes so as to recover a judgment thereon on the 10. day of April 1886, he begged for and received a further indulgence, in consideration of which he gave a power of attorney authorising a confession judgment upon the said notes, on condition however that the said power of attorney was to be void and was not to be used if he should pay his $25.- note in full on or before 28. day of February 1886; his $60. note in full, and all interest on his $320. note and $32. of the principal thereof on or before 31. day of March 1886; and at least $32. per month thereafter on the last day of each month until his $320. note should be fully paid. In consideration of the said Shepherd's faithful promise and assurance that the debts should be paid in the instalments aforesaid and the execution of the power of attorney aforesaid the action at law was not instituted and further indulgence was given him. — The ~~bond~~ agreement in writing signed by the said Shepherd is herewith filed marked Exhibit No. 1. and your

orator prays that it may be read as a part of this bill.-

4. That the $75. note above specified was paid early in March 1886, but when the 31. day of March arrived he paid nothing upon his said indebtedness, and earnestly appealed for a little time assuring your orator's attorney that nothing would be done by him to defeat the collection of the said debt, that he knew that he could borrow the money to pay off the obligation as his property was ample to pay his debts, that he would do so, and that if by any mischance he failed in this effort, that his salary as the agent of the Norfolk Western R.R. Company would be due in a short time (during the month of April) and that it was sufficient to enable him to carry out his agreement with your orator and should be applied in liquidation of the said debt, if your orator would indulge him a little further and not have the judgment against him under the said power of attorney confessed and docketed.- Again relying upon the said Shepherd's promises your orator refrained from having

the said power of attorney executed, and while your orator was relying upon the said promises of the said Shepherd he instead of preparing to meet his obligations to your complainant seems to have been preparing to escape the payment of his said debt, by deluding your complainant with promises until could cover ~~his goods~~ his property and put it beyond the reach of your orators judgment. Accordingly and in pursuance of this intent, on the 17 day of April 1886 the said Shepherd conveyed all of his visible property to Thomas H. Smith Trustee for Carrie M. Shepherd wife of said John M. Shepherd for her sole and separate use. The said property consists of a valuable house and lot in the town of Suffolk adjoining the lands of Hall & others, near the Norfolk & Western Depot, subject however to a lien by deed of trust in favor of Theresa A. Skiles wife of F. H. Skiles (in which deed of trust Robert R. Brooks is named as Trustee) for $1500.- And also of two horses, two wagons, two double sets of Harness, four carts and four setts of cart harness and one Buggy. Subject to a lien for $400- which your orator alleges has been fully paid off by the said John M. Shepherd.-

And also of one Piano, one pair of Platform Scales, and all of his valuable household and Kitchen furniture. ~~&c &c~~ The said deed was admitted to record in the Clerk's Office of Nansemond County Court on the 19. day of April 1886 at fifteen minutes after Eleven O'Clock A. M. — A copy thereof is herewith filed marked Exhibit No. 2 and your orator prays that it may be read as a part of this bill. —

5. That your orator ~~&c &c~~ relying upon the said Shepherd's promises as aforesaid, had no knowledge of the said conveyance until the 22. Day of April 1886, when on learning thereof (but not from the said Shepherd) he had the said power of attorney executed and the said judgment confessed and docketed. — An extract of the said judgment is herewith filed marked Exhibit No. 3. and your orator prays that it may be read as a part of this bill. —

Your orator charges that the said conveyance from John W. Shepherd to Thomas W. Smith Trustee for Carrie M. Shepherd, is voluntary, that it

was made upon consideration not deemed valuable in law that the said Carrie M. Shepherd neither furnished nor paid any consideration whatever therefor, that it was made in order to prevent the lien of your orator's judgment from attaching to the said Shepherd's property, and with intent to hinder, delay and defraud your complainant in the collection of his said debt, of which intent the said Carrie M. Shepherd had notice; that the said conveyance is therefore null and void as to your complainant.

Forasmuch therefore as your orator is without remedy save in a Court of equity where such matters are properly cognizable and relievable he prays that John M. Shepherd and Carrie M. Shepherd his wife Thomas H. Smith Trustee, Theresa A. Stiles, F. H. Stiles and Robert R. Prentiss Trustee may be made parties defendant to this bill and required to answer the same (but answers under oath are waived), that the said deed from John M. Shepherd to Thomas H.

Smith Trustee for Carrie M. Shepherd may be set aside annulled and avoided as voluntary and fraudulent, that the property thereby conveyed may be subjected to the payment of your Orator's debt and sold to satisfy the same, that all proper accounts may be taken and for such other, further and general relief as the nature of the case may require and the principles of equity justify. —
And your Orator will ever pray &c.
Let a Summons go &c.

Sydney T. Ellis Trustee

Rob. R. Prentis

P.Q.

State of Virginia,
County of Frankenond, to wit

Sydney T. Ellis this day personally appeared before me and made oath that the statements contained in the foregoing bill so far as made of his own knowledge are true, and so far as made upon information derived from others he believes them to be true. —
Given under my hand this 1 day Sept 1886

Rob. R. Prentis,
Comm. in Chancery —

Cir Ct. Chy Dewitt.

Sydney J. Ellis, Trustee

v. Bill
& 3 Exhibits.

John M. Shepherd &c

Ellis Trustee vs Shepherd

Andrew J. Ellis

vs.

John M. Ashead

1895

October 15th

Final Decree

No. 2 LEG[illegible]APPER.
F. S. HASBROUCK & CO., 66 & 68 DUA[illegible] NEW YORK SOLE MANUFACTURERS.

Cash $1109
Hall 11.50
3.00
Bell 15.00
Conner $1646

A.P. Gomer Clerk $1.88